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ENVIRONMENTAL PROTECTION  
AGENCY-REGION VII  
REGIONAL HEARING CLERK

**Docket No.** TSCA-07-2003-0274

## Introduction

The Complainant, by delegation from the Administrator of the United States Environmental Protection Agency (EPA), and the Regional Administrator, EPA, Region 7, is the Director, Air, RCRA, and Toxics Division, EPA, Region 7. The Respondent is Rendleman Property Management, Inc., 1403 S. Prospect St., Kearny, Missouri 64060.

COMPLAINANT'S ALLEGATIONS

Complainant has reason to believe that Respondent has violated Section 409 of TSCA, 15 U.S.C. § 2689, by failing to comply with the regulatory requirements of 40 C.F.R. Part 745, Subpart F - Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property ("Disclosure Rule"), which was promulgated pursuant to Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d. Specifically, Complainant alleges:

Allegations Pertaining to All Counts

1. Rendleman Property Management, Inc. ("Respondent"), is a Missouri corporation.
2. For all periods of time relevant to the violations alleged herein, Rendleman Property Management, Inc., managed residential properties located at 5716 North Denver, Kansas City, Missouri; 407 North Maple Street, Liberty, Missouri; 1204 N.E. 73<sup>rd</sup> Street, Gladstone, Missouri; 7017 N.W. Winter Avenue, Kansas City, Missouri; and 7021 N.W. Winter Avenue, Kansas City, Missouri (the "Properties").
3. The Properties were constructed prior to 1978.
4. The Properties are "target housing" as defined by 40 C.F.R. § 745.103.
5. On or about March 21, 2003, Mr. Roger Fuller, an authorized representative of EPA, performed a Disclosure Rule inspection of Respondent at the office of Rendleman Property Management, Inc., located at 1403 South Prospect, Kearney, Missouri.

Count I - Failure to Provide Pamphlet  
5716 North Denver Lease Agreement

The facts stated in Paragraphs 1 through 5 above, are herein restated and incorporated.

6. On or about July 23, 2002, Respondent entered into a lease agreement with Jacqueline S. Smith for the lease of the property located at 5716 North Denver for residential use (the "5716 North Denver Contract").

7. As a result of the 5716 North Denver Contract, Rendleman Property Management, Inc., became the "lessor," and Jacqueline S. Smith became the "lessee," as those terms are defined by 40 C.F.R. § 745.103.

8. Jacqueline S. Smith subsequently moved in the Property along with a teenage child.

9. Pursuant to 40 C.F.R. § 745.107(a)(1), before the lessee is obligated under any contract to lease target housing, the lessor of target housing must provide the lessee with an EPA-approved lead hazard information pamphlet.

10. Respondent did not provide an EPA-approved lead hazard information pamphlet to Jacqueline S. Smith prior to being obligated under the 5716 North Denver Contract.

11. Respondent's failure to provide an EPA-approved lead hazard information pamphlet was provided to Jacqueline S. Smith prior to being obligated under the 5716 North Denver Contract is a violation of 40 C.F.R. § 745.107(a)(1) and Section 409 of TSCA.

Count II - Failure to Provide Pamphlet  
407 North Maple Street Lease Agreement

The facts stated in Paragraphs 1 through 5 above, are herein restated and incorporated.

12. On or about June 11, 2002, Respondent entered into a lease agreement with James Shaffer and Jared Chiles for the lease of the property located at 407 North Maple Street for residential use (the "407 North Maple Street Contract").

13. As a result of the 407 North Maple Street Contract, Rendleman Property Management, Inc., became the "lessor," and James Shaffer and Jared Chiles became the "lessees," as those terms are defined by 40 C.F.R. § 745.103.

14. James Shaffer and Jared Chiles subsequently moved in the Property.

15. Pursuant to 40 C.F.R. § 745.107(a)(1), before the lessee is obligated under any contract to lease target housing, the lessor of target housing must provide the lessee with an EPA-approved lead hazard information pamphlet.

16. Respondent did not provide an EPA-approved lead hazard information pamphlet to James Shaffer and Jared Chiles prior to being obligated under the 407 North Maple Street Contract.

17. Respondent's failure to provide an EPA-approved lead hazard information pamphlet was provided to James Shaffer and Jared Chiles prior to being obligated under the 407 North Maple Street Contract is a violation of 40 C.F.R. § 745.107(a)(1) and Section 409 of TSCA.

Count III - Failure to Provide Pamphlet  
1204 N.E. 73<sup>rd</sup> Street Lease Agreement

The facts stated in Paragraphs 1 through 5 above, are herein restated and incorporated.

18. On or about September 5, 2001, Respondent entered into a lease agreement with R. Andrew Deshon for the lease of the property located at 1204 N.E. 73<sup>rd</sup> Street for residential use (the "1204 N.E. 73<sup>rd</sup> Street Contract").

19. As a result of the 1204 N.E. 73<sup>rd</sup> Street Contract, Rendleman Property Management, Inc., became the "lessor," and R. Andrew Deshon became the "lessee," as those terms are defined by 40 C.F.R. § 745.103.

20. R. Andrew Deshon subsequently moved into the Property along with two teenage children.

21. Pursuant to 40 C.F.R. § 745.107(a)(1), before the lessee is obligated under any contract to lease target housing, the lessor of target housing must provide the lessee with an EPA-approved lead hazard information pamphlet.

22. Respondent did not provide an EPA-approved lead hazard information pamphlet to R. Andrew Deshon prior to being obligated under the 1204 N.E. 73<sup>rd</sup> Street Contract.

23. Respondent's failure to provide an EPA-approved lead hazard information pamphlet was provided to R. Andrew Deshon prior to being obligated under the 1204 N.E. 73<sup>rd</sup> Street Contract is a violation of 40 C.F.R. § 745.107(a)(1) and Section 409 of TSCA.

Count IV - Failure to Provide Pamphlet  
7017 N.W. Winter Avenue Lease Agreement

The facts stated in Paragraphs 1 through 5 above, are herein restated and incorporated.

24. On or about April 1, 1999, Respondent entered into a lease agreement with Debra A. Miller for the lease of the property located at 7017 N.W. Winter Avenue for residential use (the "7017 N.W. Winter Avenue Contract").

25. As a result of the 7017 N.W. Winter Avenue Contract, Rendleman Property Management, Inc., became the "lessor," and Debra A. Miller became the "lessee," as those terms are defined by 40 C.F.R. § 745.103.

26. Debra A. Miller subsequently moved in the Property.

27. Pursuant to 40 C.F.R. § 745.107(a)(1), before the lessee is obligated under any contract to lease target housing, the lessor of target housing must provide the lessee with an EPA-approved lead hazard information pamphlet.

28. Respondent did not provide an EPA-approved lead hazard information pamphlet to Debra A. Miller prior to being obligated under the 7017 N.W. Winter Avenue Contract.

29. Respondent's failure to provide an EPA-approved lead hazard information pamphlet was provided to Debra A. Miller prior to being obligated under the 7017 N.W. Winter Avenue Contract is a violation of 40 C.F.R. § 745.107(a)(1) and Section 409 of TSCA.

Count V - Failure to Provide Pamphlet  
7021 N.W. Winter Avenue Lease Agreement

The facts stated in Paragraphs 1 through 5 above, are herein restated and incorporated.

30. On or about October 25, 2002, Respondent entered into a lease agreement with Shannon Stanfield and Yonas Ayele for the lease of the property located at 7021 N.W. Winter Avenue for residential use (the "7021 N.W. Winter Avenue Contract").

31. As a result of the 7021 N.W. Winter Avenue Contract, Rendleman Property Management, Inc., became the "lessor," and Shannon Stanfield and Yonas Ayele became the "lessees," as those terms are defined by 40 C.F.R. § 745.103.

32. Shannon Stanfield and Yonas Ayele subsequently moved in the Property.

33. Pursuant to 40 C.F.R. § 745.107(a)(1), before the lessee is obligated under any contract to lease target housing, the lessor of target housing must provide the lessee with an EPA-approved lead hazard information pamphlet.

34. Respondent did not provide an EPA-approved lead hazard information pamphlet to Shannon Stanfield and Yonas Ayele prior to being obligated under the 7021 N.W. Winter Avenue Contract.

35. Respondent's failure to provide an EPA-approved lead hazard information pamphlet was provided to Shannon Stanfield and Yonas Ayele prior to being obligated under the 7021 N.W. Winter Avenue Contract is a violation of 40 C.F.R. § 745.107(a)(1) and Section 409 of TSCA.

#### CONSENT AGREEMENT

1. For the purposes of this proceeding, Respondent admits that Complainant has jurisdiction to bring this action pursuant to the statutory and regulatory provisions cited above, and neither admits nor denies Complainant's factual allegations above.

2. For purposes of this Consent Agreement, Respondent waives its right to contest Complainant's allegations above, and its right to appeal the Final Order accompanying this Consent Agreement.

3. Respondent and Complainant agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorneys' fees.

4. Respondent certifies by the signing of this Consent Agreement and Final Order that to the best of Respondent's knowledge, it is presently in compliance with all requirements of 40 C.F.R. Part 745,

Subpart F - Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property ("Disclosure Rule").

5. Respondent consents to the issuance of the Final Order hereinafter recited and consents to the payment of a mitigated civil penalty in the amount of Seven Hundred Dollars (\$700) to be paid within forty-five (45) days of the effective date of the Final Order.

6. Respondent understands that its failure to timely pay any portion of the mitigated civil penalty stated in Paragraph 5 above may result in the commencement of a civil action in Federal District Court to recover the full remaining balance, along with penalties and accumulated interest. In such case, interest shall accrue thereon at the rate determined by the Secretary of the Treasury (currently two percent (2%) per annum for the period January 1, 2003, through December 31, 2003) on the unpaid balance until such civil penalty and any accrued interest are paid in full. Additionally, as provided by 31 U.S.C. § 3717(e)(2), a six percent (6%) per annum penalty (late charge) may be assessed on any amount not paid within ninety (90) days of the due date.

#### FINAL ORDER

Pursuant to the provisions of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2601 *et seq.*, and based upon the information set forth in the Consent Agreement accompanying this Final Order, IT IS HEREBY ORDERED THAT:

1. Respondent shall pay a mitigated civil penalty of Seven Hundred Dollars (\$700) to be paid within forty-five (45) days of the effective date of the Final Order. Such payment shall identify the Respondent by name and docket number and shall be by certified or cashier's check made payable to the "United States Treasury" and sent to:

EPA-Region 7  
c/o Mellon Bank  
P.O. Box 360748M  
Pittsburgh, Pennsylvania 15251.

2. A copy of the check must be sent simultaneously to each of the following:

Kathy Robinson  
Regional Hearing Clerk  
U.S. Environmental Protection Agency  
901 N. 5<sup>th</sup> Street  
Kansas City, Kansas 66101; and

Deanna Smith  
Office of Regional Counsel  
U.S. Environmental Protection Agency  
901 N. 5<sup>th</sup> Street  
Kansas City, Kansas 66101.

3. Respondent and Complainant shall bear their own costs and attorneys' fees incurred as a result of this matter.

RESPONDENT:  
RENDLEMAN PROPERTY MANAGEMENT, INC.  
KEARNY, MISSOURI

Date 7/8/03 By Janice Rendleman  
Vice President  
Title

COMPLAINANT:  
U.S. ENVIRONMENTAL PROTECTION AGENCY

Date 8/6/03 By Carol A. Spratlin  
William A. Spratlin  
Director  
Air, RCRA, and Toxics Division

Date 7/28/03 By Becky Ingrum Dolph  
Becky Ingrum Dolph  
Deputy Regional Counsel

IT IS SO ORDERED. This Final Order shall become effective immediately.

Robert L. Patrick  
Robert L. Patrick  
Regional Judicial Officer

Date August 12, 2003



IN THE MATTER OF Rendleman Property Management, Inc., Respondent  
Docket No. TSCA-07-2003-0274

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order was sent this day in the following manner to the addressees:

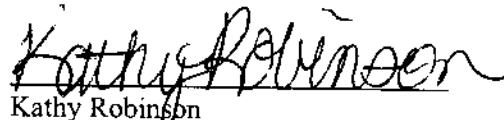
Copy hand delivered to  
Attorney for Complainant:

Becky Ingrum Dolph  
Deputy Regional Counsel Regional Programs  
Region VII  
United States Environmental Protection Agency  
901 N. 5<sup>th</sup> Street  
Kansas City, Kansas 66101

Copy by U.S. Certified Mail,  
Return Receipt Requested, to:

Rendleman Property Management, Inc.  
1403 S. Prospect Street  
Kearny, Missouri 64060

Dated: 8/14/03

  
Kathy Robinson  
Regional Hearing Clerk